

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW HAMPSHIRE**

In Re:

Mark Wentworth Home,

Debtor

Chapter 11

Case No. 10-10246-MWV

**DEBTOR'S MODIFICATION OF ITS
FIRST AMENDED PLAN OF REORGANIZATION**

Mark Wentworth Home, by and through its counsel, Preti Flaherty, PLLP, hereby modifies its First Amended Plan of Reorganization, dated March 23, 2010.

1. In order to implement the agreement reached with TD Bank, the Class 1 and Class 2 claimant in this case, the Plan's treatment of the Class 1 and Class 2 claims set forth in the Plan shall be deleted and replaced as follows:

1. *Class 1 Treatment.* Pursuant to the Plan, on account of and in full satisfaction, release, and discharge of the Class 1 Claims, the Debtor will treat the secured portion of the BONY/TD Bank claim as follows:

- a. Face amount. \$10 million.
- b. Term. 34 year amortization, 15 year balloon with two options to extend the Term in 5-year increments, subject to a \$10,000 fee per extension option exercised.
- c. Interest rate. 3.25% fixed for initial 15 years. If the option(s) to extend the Term are exercised, the rate would adjust to the 5-year Federal Home Loan Bank rate plus 300 basis points, fixed for each option period.
- d. Initial monthly payment. \$40,526.10.
- e. Early payment incentives. (i) Commencing in years 6 through and including 10 of the initial fifteen year term, the claim can be repaid in full upon payment of 80% (20% discount) of the full then outstanding principal balance plus all accrued interest, actual fees and costs associated with the claim; (ii) during years 11 through and including 15 of the initial fifteen year term, the claim can be repaid in full upon payment

of 77.5% (22.5% discount) of the full then outstanding principal balance plus all accrued interest, actual fees and costs associated with the claim; (iii) during the first extension period, if exercised, the discount will be reduced to a 20% discount; and (iv) during the second extension period, if exercised, the discount will be reduced to a 15% discount.

f. Funds at BONY. TD Bank's collateral for its secured claim shall be understood to include any funds being held by the BONY associated with the existing bond structure.

g. Cooperation. During the Term hereof, the Debtor shall cooperate and provide to TD Bank any required documentation associated with the bond financing. Failure to promptly provide such documentation shall be an event of default.

2. *Class 2 Treatment.* Pursuant to the Plan, on account of and in full satisfaction, release, and discharge of TD Bank's Class 2 in the amount of \$3.269 million, the holder shall be entitled to receive within sixty (60) days of Confirmation a distribution in cash equal to \$100,000.

2. This modification by agreement of TD Bank does not further impair either the Class 1 or Class 2 claims and no additional disclosure is required.

Respectfully submitted,

MARK WENTWORTH HOME

Debtor and Debtor-in-Possession
By its attorneys

PRETI FLAHERTY, PLLP

Dated: April 26, 2010

/s/ John M. Sullivan
John M. Sullivan (BNH 01456)
PO Box 1318
Concord, NH 03302-1318
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CERTIFICATE OF SERVICE

I hereby certify that the within *Modification* was forwarded this 26th day of April 2010, by ECF and U.S. mail to all parties in this case.

/s/ John M. Sullivan
John M. Sullivan